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ance be effected upon the life of a debtor for the benefit of his creditor, and misrepresentations of material facts inducing the contract be made by the debtor, the policy will be vitiated although the beneficiary was ignorant of such misrepresentations.

TYSON v. WILLIAMSON. Decided at Richmond, January 12, 1899.—
Buchanan, J.:

1. **EQUITABLE DEFENCES AT LAW**—*Fraud in procurement of contract*—Sec. 3299 of Code—*Rescission*. Fraud in the procurement of a bond was not available as a defence at common law in an action on the bond, but is so available under sec. 3299 of the Code, and under it the defendant can claim compensation or damages for the injury which he has suffered by reason thereof, but the plea must allege the amount to which the defendant is entitled by reason of the matters contained therein. The plea, however, under the statute, is not available as a defence to a bond given for the purchase price of real estate, if the defence is such as to require a rescission of the contract, and a reinvestment of the vendor with the title to the property.

2. **DAMAGES**—*Fraud in procurement of contract.* Damages for fraud in the procurement of a contract for the sale of land must be ascertained and fixed as of the date of the contract, and not as of the date of a plea to an action on the contract. A plea which avers that the land was worthless at the time the plea was filed is bad.

3. **INSTRUCTIONS**—*Evidence to support.* If there is any evidence tending to prove the facts upon which an instruction is based, and it correctly states the law applicable thereto, it should be given.

4. **PLEADING**—*Action by payee and nominal owner of bond*—*Defences against real owner.* The real owner of a lot, without disclosing his ownership, represented to the defendant that the plaintiff was the owner, and sold it to the defendant as the plaintiff's property, and took the bond of the defendant therefor payable to the plaintiff.

Held: In an action on the bond by the obligee against the obligor, the defendant may make the same defences as he could have made if bond had been payable to the real owner, and had then been assigned by him to the plaintiff.

HOGE & HUTCHINSON v. TURNER.—Decided at Richmond, January 12, 1899.—*Riely, J.:*

1. **EVIDENCE**—*Competency of husband and wife*—*At common law*—*In Virginia—Conveyances from husband to wife.* At common law husband and wife were incompetent to testify for or against each other in any matter in which either had an interest directly involved in the suit, whether parties thereto or not; and, although disqualifications on account of interest have been removed in this State, the common law disqualification of husband and wife to testify for or against each other has been retained in proceedings by creditors to avoid or impeach conveyances, gifts or sales from one to the other on the ground of fraud, or want of consideration.

2. **HUSBAND AND WIFE**—*Fraudulent conveyances*—*Remedy of creditor*—*Competency of husband and wife to testify.* Creditors seeking to avoid a conveyance of